

MODIFICATION OF GENERAL PROVISIONS
(STANDARD FORM 23-A - June 1964)

Delete Clause 3, CHANGES in its entirety and substitute in lieu thereof the following:

"3. CHANGES

(a) The Contracting Officer may at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (i) in the specifications (including drawings and designs);
- (ii) in the method or manner of performance of the work;
- (iii) in the Government-furnished facilities, equipment, materials, services, or site; or
- (iv) directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Government. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

Delete Clause 4, CHANGED CONDITIONS, in its entirety and substitute in lieu thereof the following clause 4, DIFFERING SITE CONDITIONS:

"4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefor may be extended by the Government.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

5. Delete Paragraph (d)(1) of Clause 5, TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS, and substitute in lieu thereof the following:

"(1) The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers (whether any such subcontractor or supplier be in direct contractual relationship with the Contractor, with the Contractor's subcontractor or supplier, or with any lower tier subcontractor or supplier) arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and any such subcontractors or suppliers; and"

21. EQUAL OPPORTUNITY CLAUSE

Modify as follows:

(a) Clause 21, regarding "Equal Opportunity", in the attached General Provisions, Standard Form 23-A, is amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary

of Labor, Executive Order No. 11246 of September 24, 1965, and section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

(b) In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in section 403(b) of Executive Order No. 11246, remain in effect and, where applicable, shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

The Following clauses are added to the General Provisions (SF 23-A):

23 EXAMINATION OF RECORDS

(The following clause is applicable if this contract was entered into by means of Small Business Set-Aside or other negotiated procurement)

a. The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

24 SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

* * * * *

1. DAVIS-BACON ACT (40 U.S.C. 276a-a(7))

(a) All mechanics and laborers employed or working directly upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Regulations (29 CFR, Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR, Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Contractor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Contractor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section 1(b)(2) of the Davis-Bacon Act or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Contractor. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(f) Paragraphs (a) through (e) of the clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.

2. CONTRACT WORK HOURS STANDARDS ACT—OVERTIME COMPENSATION (40 U.S.C. 327-330)

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

3. APPRENTICES

(a) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall be not greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed.

(b) The Contractor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work.

4. PAYROLLS AND BASIC RECORDS

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of the "Weekly Statement of Compliance," required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) shall satisfy the requirement for submission of the above statement. The Contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

(c) The Contractor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

5. COMPLIANCE WITH COPELAND REGULATIONS

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

6. WITHHOLDING OF FUNDS

(a) The Contracting Officer may withhold or cause to be withheld from the Government Prime Contractor so much of the accrued payments or advances as may be considered necessary (1) to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract, and (2) to satisfy any liability of any Contractor for liquidated damages under the clause hereof entitled "Contract Work Hours Standards Act—Overtime Compensation."

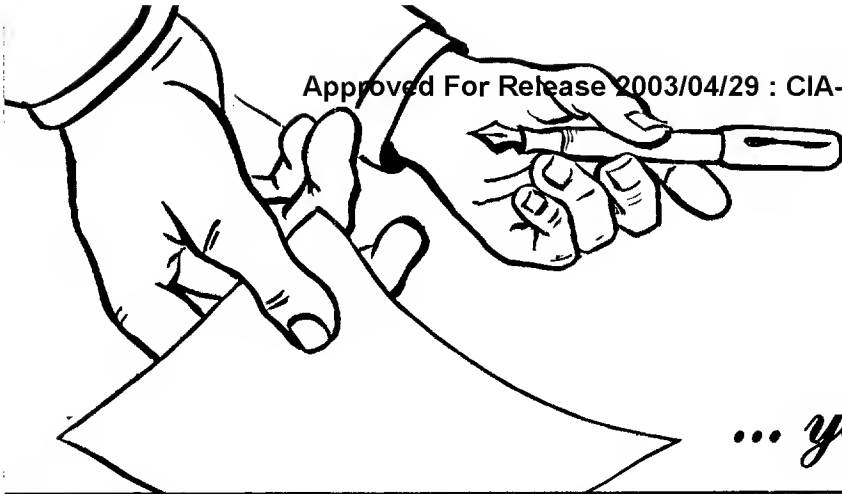
(b) If any Contractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Government Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

7. SUBCONTRACTS

The Contractor agrees to insert the clauses hereof entitled "Davis-Bacon Act," "Contract Work Hours Standards Act—Overtime Compensation," "Apprentices," "Payrolls and Basic Records," "Compliance With Copeland Regulations," "Withholding of Funds," "Subcontracts," and "Contract Termination—Debarment" in all subcontracts. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

8. CONTRACT TERMINATION—DEBARMENT

A breach of the clauses hereof entitled "Davis-Bacon Act," "Contract Work Hours Standards Act—Overtime Compensation," "Apprentices," "Payrolls and Basic Records," "Compliance With Copeland Regulations," "Withholding of Funds," and "Subcontracts" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.



... your invitation to Bid

NOTICE TO PROSPECTIVE BIDDERS

Special attention is called to the Equal Opportunity clause set forth in the general provisions included in this invitation for bids.

You should thoroughly familiarize yourself with this clause and with the related rules and regulations of the Secretary of Labor on equal employment opportunity since in submitting a bid you agree to certain specific responsibilities in the area of nondiscrimination in employment which may include submission of certain reports prior to and/or after award.

In connection with the administration of this clause, you may be required, prior to award, to submit the names of your subcontractors who will perform services for you under the contract if awarded to you.

Any questions you may have concerning these nondiscrimination requirements should be referred to the office issuing this invitation.

GENERAL SERVICES ADMINISTRATION

GSA FORM 1139
AUG. 66GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SECTION 1

GENERAL CONDITIONS

1-1. DEFINITIONS

(a) The terms "Administration" and "Service" as used in the specifications shall mean the General Services Administration (GSA) and the Public Buildings Service (PBS), respectively.

(b) The term "Contracting Officer" as used in the specifications shall mean the officer who executes the contract on behalf of the United States, and shall include his duly appointed successor, or his authorized representative.

(c) "Government Representative," "Construction Engineer," and "Inspectors" as used in the specifications shall mean representatives of the Public Buildings Service, General Services Administration.

(d) "Resident Engineer" shall mean the representative of the Architect who is authorized to act, within limitations, on behalf of the PBS, GSA. In the absence of any of the foregoing representatives at the building or site, Government Representative shall mean the Custodian of the building or site, unless otherwise specified.

(e) The term "Contractor" as used in the specifications shall mean the individual, partnership, or corporation that agrees to provide all labor, material and services required in the contract.

1-2. CONTRACT AND BONDS

If the amount of the contract is in excess of \$2,000 and the successful bidder fails to satisfactorily execute the required forms of contract, performance bond and payment bond within the time established in the bid, the Government may proceed to have the required work performed by contract or otherwise, and the bidder to whom award was originally made shall be liable for any excess cost to the Government and the bid guarantee shall be available toward offsetting such excess cost.

1-3. CONDITIONS AT SITE OR BUILDING

The Contractor shall be responsible for having ascertained pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site or building, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon at the time of the submission of his bid. Nothing in this requirement shall be construed as being determinative of the character, scope or extent of the work required under this contract.

1-4. MEASUREMENTS

All dimensions shown of existing work and all dimensions required for work that is to connect with work now in place, shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Contracting Officer for adjustment before any work affected thereby has been performed.

1-5. MONUMENTS AND BENCH MARKS

(a) The Contracting Officer has established, or will establish, such general reference points as will enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, or that none have been established, he shall promptly notify the Contracting Officer.

(b) The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in locations without the written approval of the Contracting Officer. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior approval by the Contracting Officer, be replaced and accurately located at the Contractor's expense by a licensed engineer.

(c) The Contractor shall provide competent engineering services as necessary to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

1-6. USE OF PREMISES

(a) The Contractor shall comply with regulations governing the operation of premises which are occupied and shall perform his contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) It is the intent that all work be performed during established working hours unless otherwise specified. Work performed by the Contractor at his own volition, outside of established working hours shall be at no additional expense to the Government. Requests by occupants of existing buildings to change the hours or sequence of work shall be referred to the Contracting Officer for a determination.

1-7. BUILDING CODES, ETC.

(a) The Contractor shall, without additional expense to the Government, comply with all State and Municipal building ordinances, codes, and regulations insofar as they are binding upon the Government.

(b) State and local building codes and regulations do not apply to work inside the property lines of Government-owned properties but generally do apply to Government-leased properties.

(c) The Contractor shall obtain and pay all fees and charges for connections to outside services and for use of property outside the site.

1-8. FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and—

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase; *Provided*, That the Contractor if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.00.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

1-9. GOVERNMENT SUPERVISION

(a) All work shall be done under the supervision of the authorized Government Representative in charge of the work at the site.

(b) The authorized representative of the Contracting Officer as to the proper interpretation of the drawings and specifications is the Director, Construction Division for contracts awarded by the Central Office of the Public Buildings Service and is the regional Chief, Design and Construction Division, Public Buildings Service, for contracts awarded by any of the Regional Offices of the General Services Administration. Nothing shall excuse the Contractor from proceeding with work in accordance with the determination of such representative as to the interpretation of the drawings and specifications.

(c) Government Representatives have no authority to approve or order changes in the work or to alter the terms or conditions of the contract without written authority of the Contracting Officer.

1-10. WORK TO BE DONE BY CONTRACTOR

Unless otherwise specified, the Contractor shall execute on the site, with his own organization, work equivalent to at least 12 percent of the total amount of the contract price. The cost of material installed by skilled and unskilled labor carried on Contractor's own payroll may be included in the 12 percent.

1-11. SUBCONTRACTS

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any Subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among Subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees, and of Subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, Subcontractors and material men.

(c) The Government or its representatives will not undertake to settle any differences between the Contractor and his Subcontractors, or between Subcontractors.

1-12. SCHEDULE OF ESTIMATES

Before the first progress payment under the contract becomes due, the Contractor and Government Representative shall prepare jointly a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The values in the schedule will be used only for determining progress payments. The Contractor's overhead, profit and the cost of bonds shall be prorated through the life of the contract.

1-13. PAYMENTS TO CONTRACTORS

The provisions of clause 7 of Standard Form 23-A, General Provisions, are supplemented as follows:

(a) Material delivered on the site and preparatory work done will not be taken into consideration in preparing estimates upon which progress payments are based, except as provided in subparagraph (c) hereof.

(b) Progress payments will be made in accordance with the provisions of the aforementioned clause 7. In the discretion of the Contracting Officer, payment of a portion of the retained percentage may be made before final acceptance, provided the contract is substantially completed, and the work put to use by the Government. A release of claims will be required before final payment is made.

(c) Unless otherwise provided in the specifications, if the contract price is more than \$50,000 material delivered that will be incorporated into the structure will be taken into consideration in computing progress payments, provided the material is delivered on the site, or is delivered to the Contractor and properly stored by him in a warehouse, storage yard, or similar suitable place within 25 miles of the site or such reasonable distance in excess of 25 miles as may be approved by the Contracting Officer. Before each such payment is made for delivered material ON the site, the Contractor shall furnish to the Construction Engineer such evidence as he may require as proof of the quantity and value of such materials. Before each such payment is made for delivered material OFF the site, the Contractor shall furnish the Contracting Officer, through the Construction Engineer, properly executed bills of sale for the delivered material upon which payment is being made.

(d) The Contractor, prior to receiving a progress or final payment under this contract, shall submit to the Contracting Officer a certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them.

1-14. ACCIDENT PREVENTION

In the performance of the contract the Contractor shall comply with the applicable provisions of the "Handbook, Accident and Fire Prevention, Construction and Alteration Work," issued by the General Services Administration, and shall take any other precautions necessary to protect all persons against injury at the site of the work.

1-15. WORKMEN'S COMPENSATION LAWS

The Act of June 25, 1938, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workmen's compensation laws to all lands and premises owned or held by the United States.

1-16. BUY AMERICAN ACT

Pursuant to the Buy American Act, referred to in clause 19 of Standard Form 23-A, General Provisions, the Administrator of General Services has determined that the provisions of the said clause 19 shall not apply to the following:

Cork; sisal; hemp; flax; jute; silk; licorice root; asbestos; English china clay; English ball clay; carnauba wax; mica; rubber; antimony; manganese; titanium; tungsten; zirconium; chromium; platinum; tin; nickel and natural nickel alloys.

1-17. STANDARD REFERENCES

(a) Except as specified in subparagraph (b) below, any materials, equipment, or workmanship specified by reference to the number, symbol, or title of any specific Standard shall comply with the latest edition or revision thereof, and any amendment or supplement thereto, in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the specifications.

(b) The references to "latest edition or revision" and to "amendment or supplement" in subparagraph (a) above shall not be construed to apply to Standard Specifications of the Public Buildings Service or to include Interim Federal Specifications and

Interim Amendments to Federal Specifications. Only the Standard Specifications of the Public Buildings Service of the specific titles and dates referenced shall apply in each case. Interim Federal Specifications and Interim Amendments to Federal Specifications shall apply only to the extent that they are individually referenced in each case.

(c) Standards referred to in the specifications, except as modified, shall have full force and effect as though printed in the specifications.

(d) "Federal Specifications," "Commercial Standards," and "Simplified Practice Recommendations" can be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., or may be obtained from any Regional Office of the General Services Administration. Directions for purchase and the price of each copy are contained in the respective indexes obtainable from the same sources at current prices.

(e) "Standard Specifications of the Public Buildings Service" can be obtained without charge from any Regional Office of the General Services Administration or from General Services Administration, Public Buildings Service, Washington, D.C.

(f) Standards of Associations referred to in the specifications may be obtained directly from the Associations.

1-18. DRAWINGS

(a) The general character and scope of the work are shown by the drawings listed in the specifications.

(b) In case of differences between small and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply also to all other like portions of the work.

(c) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

1-19. STANDARD DETAILS

(a) Standard Details are listed on the drawings and are bound with the specifications. Their application is made specific by notation on the drawings or by references elsewhere in the specifications. Where the notes on the drawings indicate modifications of the details listed, such modifications shall govern.

(b) Revisions of Standard Details are indicated by adding a suffix letter to the basic number in alphabetical order, e.g., 6-15-3B supersedes 6-15-3A. Such suffix letters may not appear in cross references on other Standard Details. The Standard Details bound with the specifications shall take precedence over earlier editions thereof which may be referred to on the drawings, in the specifications, or on other Standard Details.

(c) In case of difference between the Standard Detail and the specification, the specification will govern. In case of difference between the Standard Detail and the contract drawings, the contract drawings will govern.

1-20. SHOP DRAWINGS

(a) The Contractor shall submit for approval shop drawings, required by the specifications or requested by the Contracting Officer. Approval will be by the Contracting Officer or the Architect-Engineer. Shop drawings shall consist of fabrication, erection and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data. Prior to submission of shop drawings on the mechanical and electrical work, the Contractor shall submit lists of certain mechanical and electrical equipment and materials as required by the specifications and shall obtain the Contracting Officer's approval thereof. Drawings and schedules shall be delivered to the Contracting Officer unless otherwise directed.

(b) Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for the approval of the Contracting Officer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval may be returned to the Contractor for resubmission.

(c) Drawings and schedules shall be submitted initially in the form of a reproducible print made by a process approved by the Contracting Officer accompanied by a letter of transmittal in triplicate. After return of the approved reproducible the Contractor will furnish the number of additional prints, not to exceed 10, specified in the Special Conditions of the specification.

(d) Each shop drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:

Number and Title of Drawing
Date of Drawing or Revision
Name of Project Building or Facility
Name of Contractor or Subcontractor submitting drawing
Clear Identity of Contents and Location on the work
Specification Title and Number

(e) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.

(f) The approval of drawings and schedules will be general, but approval shall not be construed: (1) As permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any errors, including details, dimensions, materials, etc.; (3) as approving departures from full-size details furnished by the Contracting Officer, except as otherwise provided herein.

(g) If drawings show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Contracting Officer may approve any or all such

variations, subject to a proper adjustment in the contract. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been approved.

(h) If the drawings or schedules as submitted show a departure from the contract requirements, which the Contracting Officer finds to be in the interest of the Government and to be so minor as not to involve a change in the contract price or time for performance, the Contracting Officer may approve the drawings.

1-21. SAMPLES

(a) After the award of the contract, the Contractor shall furnish for the approval of the Contracting Officer, samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the Contracting Officer or the A/E as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.

(b) Each sample shall have a label indicating:

1. Name of project
2. Name of Contractor
3. Material or equipment represented
4. Place of origin
5. Name of producer and brand (if any)
6. Location in project.

Samples of finished materials shall have additional markings that will identify them under the finish schedules.

(c) The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in (b) above. He shall enclose a copy of this letter with the shipment and send a copy to the Government Representative on the project. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are considered to be to the Government's best interest.

(d) Approved samples not destroyed in testing will be sent to the Government Representative at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples. Samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

(e) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the Government Representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment to meet contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

(g) When tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet specification requirements will be rejected. Retesting of additional samples will be made by the Government at the expense of the Contractor.

1-22. HEAT

The Contractor shall provide heat as follows unless otherwise specified and the particular type of work for which heat is required is being performed in an area where heat is already provided by the Government:

(a) As necessary to protect all work, materials, and equipment against injury from dampness and cold.

(b) At all times during the placing, setting, and curing of concrete, to insure the heating of the spaces involved to not less than 50 degrees Fahrenheit.

(c) From the beginning of the application of plaster and during the setting and curing period, to produce a temperature in the spaces involved of not less than 50 degrees Fahrenheit.

(d) For a period of 10 days previous to the placing of interior wood finish and throughout the placing of this and other interior finishing, varnishing, painting, etc., and until the completion of the building, to produce a temperature of not less than 70 degrees Fahrenheit.

1-23. CONTRACT CHANGES

The provisions of clause 3 of Standard Form 23-A, General Provisions, are supplemented as follows:

(a) All proposals for changes in the work shall be submitted by the Contractor in a lump-sum amount unless otherwise requested.

(b) In considering proposals for changes involving added work, omitted work, or any combination thereof, check estimates in detail may be made by the Government, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments.

(c) With each proposal for a change involving an increase or decrease in the amount of the contract, the Contractor shall submit an itemized breakdown covering Subcontractors' work as well as his own, that will include but not be limited to the following:

1. Material quantities and unit prices.
2. Labor costs (identified with specific item of material placed or operation performed).
3. Construction equipment.
4. Workmen's Compensation and Public Liability Insurance.
5. Overhead.
6. Profit.
7. Employment taxes under FICA and FUTA.

(d) Proposals and breakdowns should be submitted as promptly as possible and should be acted upon promptly by the Contracting Officer.

(e) When the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or because of failure to reach an agreement, the Government may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date but not to be more than the increase or less than the decrease proposed.

(f) Allowable overhead, profit, and commission percentages are given at the end of this paragraph. These percentages shall be considered to include, but not to be limited to, insurance other than mentioned herein, bond or bonds, field and office supervisors and assistants, above the level of foreman, use of small tools, incidental job burdens, and general office expense. No percentages for overhead, profit, or commission will be allowed on employment taxes under FICA and FUTA.

The percentages for overhead, profit, and commission to be allowed by the Government may vary according to the nature, extent, and complexity of the work involved, but in no case shall exceed the following:

To Contractor on work performed by other than his own forces	Overhead	Profit	Commission
To Contractor and/or the Subcontractors for that portion of the work performed with their respective forces	10%	10%	10%

Not more than three percentages, none of which shall exceed 10 percent, will be allowed regardless of the number of tier Subcontractors, i.e., the markup on work subcontracted by a Subcontractor will be limited to one overhead percentage and one profit percentage in addition to the general contractor's commission percentage. On proposals involving both increases and decreases in the amount of the contract, the overhead, profit, and commission will be allowed on the net increase only.

1-24. PAYMENT FOR HEAT

Determination of payment to be made for the cost of heat furnished during any period of time that extends beyond the date for completion stipulated in the contract will be as follows:

(a) Payment will be made for the extended period of time that is caused directly by authorized changes made in the drawings or specifications, as provided in clause 3, Standard Form 23-A, General Provisions, and/or to the extent caused by the "Suspension of Work Clause."

(b) Payment will not be made for the extended period of time that is caused by delays other than those noted in paragraph (a) above.

(c) When the total extended period of time is considered to include both of above conditions (a) and (b), the Contracting Officer will adjust such time and determine the ratio of time covered by condition (a) to the total extended period of time and payment will be made as provided in (a) above.

(d) In determining the cost of furnishing this heat, the Contractor will be allowed overhead not to exceed 10 percent and no profit.

1-25. FINAL INSPECTION AND TESTS

The requirements of clause 10 of Standard Form 23-A, General Provisions, are supplemented as follows:

(a) If any part of the work as installed be at variance with the contract requirements, the Contracting Officer may, if he finds it to be in the interest of the Government, allow all or any part of such work to remain in place, subject to a proper adjustment in the contract price.

(b) The Contractor shall give the Contracting Officer at least ten (10) days advance written notice of the date the work will be fully completed and ready for final inspection and tests. An endorsement by the Government Representative at the site shall be attached to this notice which shall not relieve the Contractor of his responsibilities in the matter. Final inspection and tests will be started within ten (10) days from the date specified in the aforesaid notice.

(c) Regardless of quantities involved, inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, only when shop inspection, mill inspection or plant inspection is required by the specifications unless a determination to the contrary is made by the Contracting Officer.

1-26. GUARANTIES

(a) Unless otherwise provided in the specifications, the Contractor guarantees all mechanical and electrical work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for one (1) year after the date of final settlement or from an earlier date determined by the Contracting Officer which date will not be earlier than the day the equipment or work was placed in use by the Government.

(b) If, within any guaranty period, the Contracting Officer finds that guaranteed work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion, are inferior, defective, or not in accordance with the terms of the contract, he shall so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the Government:

(1) place in a satisfactory condition all of such guaranteed work;

(2) make good all damage to equipment, the site, the building or contents thereof, which is the result of such unsatisfactory guaranteed work; and

(3) make good any work, materials, and equipment that are disturbed in fulfilling the guaranty, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

Should the Contractor fail to proceed promptly in accordance with the guaranty, the Government may have such work performed at the expense of the Contractor.

(c) Any special guaranties that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guaranties.

1-27. DEBRIS AND CLEANING

(a) The Contractor shall, during the progress of the work, remove and dispose of the resultant dirt and debris and keep the premises clean.

(b) Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials (except materials or equipment that are to remain Government property as provided by the specifications or change orders), and leave the premises in a broom clean condition satisfactory to the Government Representative.

1-28. DELAYS

Except as provided in this contract no payment will be made by the Government on account of any items of cost of delay, whether occasioned by a change in the specifications or otherwise.

1-29. FURNISHING INFORMATION AND RECORDS

(a) If the Contractor or any Subcontractor under this contract, or the officers or agents of the Contractor or any Subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to any Government agency or any establishment in the legislative or judicial branch of the Government information or records reasonably pertinent to this contract or any other Government contract in connection with which the Contractor or such Subcontractor has or shall have performed work or furnished materials or supplies or undertaken so to do, the following action may be taken:

(b) In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under this contract and thereupon the Government may avail itself of the rights and remedies provided in paragraphs (a) and (b) of clause 5 of the General Provisions (Standard Form 23-A) of this contract in addition to any other rights and remedies provided by law or under this contract;

(c) In the case of a refusal by a Subcontractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the Government, or if the Contractor fails or refuses to effect such termination, the Government may terminate the Contractor's right to proceed with the work under this contract and thereupon the Government may avail itself of the rights and remedies referred to in subparagraph (b) above.

(d) The term "subcontract" as used in this paragraph means any contract entered into, or any purchase order issued by, a prime contractor under a contract with the Government in connection with the performance of the prime contractor's obligations under such Government contract.

(e) The term "Subcontractor" as used in this paragraph means a party to a subcontract other than the prime contractor under the related Government contract.

1-30. PRICE ADJUSTMENT FOR SUSPENSION, DELAY, OR INTERRUPTION OF THE WORK

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

(b) If, without the fault or negligence of the Contractor, the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of the contract, or by his failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), an adjustment shall be made by the Contracting Officer for any increase in the cost of performance of the contract (excluding profit) necessarily caused by the unreasonable period of such suspension, delay, or interruption, and the contract shall be modified in writing accordingly. No adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the work had not been so suspended, delayed, or interrupted. No claim under this clause shall be allowed (i) for any costs incurred more than twenty days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply where a suspension order has issued), and (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract. Any dispute concerning a question of fact arising under this clause shall be subject to the Disputes clause.

MODIFICATION OF GENERAL CONDITIONS
(GSA FORM 1139 - AUGUST 1966)

1-6 USE OF PREMISES

Add the following paragraph:

"(c) All persons employed under the contract shall, while on the premises, observe the regulations in effect at the institution and are cautioned that entrance to any area of the existing building outside the scope of the contract is forbidden except by official permission."

1-14 ACCIDENT PREVENTION

Delete and substitute the following:

"1-14 ACCIDENT PREVENTION

a. In the performance of the contract the Contractor shall comply with the applicable provisions of the "Handbook - Accident and Fire Prevention, Construction and Alteration Work", issued by the General Services Administration, and shall take any other precautions necessary to protect all persons against injury at the site of the work.

b. Prior to commencement of work, the Contractor shall post on the project a notice addressed to his employees and his Subcontractors' employees stating that he will enforce the safety standards required above. The notice shall provide emergency telephone numbers for the nearest fire department, doctor, ambulance, and first aid attendant on the project together with an appropriate list of safety rules covering potential hazards inherent in the type of work to be performed on the specific project site. The notice shall clearly state that the list of safety rules shall not be construed as a replacement for the safety standards required above.

c. The use of open flame or electric arc equipment will not be permitted in the operations for the removal of materials and equipment connected to or associated with combustible materials or flammable liquids.

1-20 SHOP DRAWINGS

a. Delete the word "Prior" at the beginning of line 3 of subparagraph (a) and insert in lieu thereof the words "Unless otherwise specified prior."

b. Delete subparagraphs (c) and (e) in their entirety. See section entitled "SPECIAL CONDITIONS" for requirements on submission of shop drawings.

1-23 contract changes

Add the following paragraph (g):

"(g) The provisions of this clause 'Contract Changes' shall be deemed applicable to any and all claims for equitable adjustment under the provisions of clause 3 of Standard Form 23-A."

1-24 PAYMENT FOR HEAT

Delete paragraph.

1-28 DELAYS

Delete paragraph

1-30 PRICE ADJUSTMENT FOR SUSPENSION, DELAY, OR INTERRUPTION OF THE WORK.

Delete paragraph.

1-30 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the interest of the Government. If this contract is terminated, the Contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8), in effect on this contract's date.

(b) If this contract exceeds \$100,000, the clause in Section 1-8.703 of the Federal Procurement Regulations (41 CFR 1-8.703) in effect on the date of bid opening shall apply in lieu of the provisions set forth in (a) above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

* * * * *

SECTION 3

APPLICABLE MINIMUM HOURLY RATES OF WAGES

3-1. The attached wage determination decision of the Secretary of Labor specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working directly upon the site of the work embraced by this specification; the rates having been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Law, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed. THESE MINIMUM HOURLY RATES OF WAGES SHALL APPLY ONLY IF THE CONTRACT IS IN EXCESS OF \$2,000 IN AMOUNT.

3-2. While the wage rates given in the attached decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation, health and welfare contributions, available labor supply, and prospective changes or adjustments of wage rates. The Contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the attached decision.

3-3. The wage determination decision of the Secretary of Labor is attached solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract and is not to be accepted as a guarantee, warranty or representation as to the wage rates indicated. Under no circumstances shall any mistake in attaching the appropriate wage determination decision of the Secretary of Labor and in the wage rates set forth entitle the successful bidder to cancellation of his bid or contract or to an increase in the contract price or other additional payment or recovery.